

A. G. Contract No. KR98 1452TRN
ADOT ECS File No.: JPA 98-113
Project: 303L MA 16 HX058 01C
Section: SR-303L Estrella Fwy. @ Bell Rd.

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SURPRISE

THIS AGREEMENT is entered into 12 AUGUST, 1998
pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended,
between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF
TRANSPORTATION (the "State") and the CITY OF SURPRISE, acting by and through
its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3. The State and the City desire to participate in the design, construction and maintenance of a new traffic signal warranted on SR-303L (Estrella Freeway) at the intersection of Bell Road in the City, at an estimated cost of \$50,000.00, hereinafter referred to as the Project, for the safety and benefit of the motoring public.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 22591
Filed with the Secretary of State
Date Filed: 08/12/98
Luttrell Bayless
Secretary of State
By Vicky J. Shannewold

II. SCOPE

1. The State will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction. Incorporate or resolve City review comments as appropriate.

b. Construct the Project with its own forces. Confer with the City on any Project construction modifications, and be responsible for its proportionate share of any Project cost increases.

c. Be responsible for one half of the cost of the signal Project, in an amount currently estimated at \$25,000.00.

d. Invoice the City for its one half share of the cost of the Project, in an amount not to exceed \$25,000.00.

e. Upon completion, approve and accept the Project on behalf of the parties hereto and provide maintenance

2. The City will:

a. Review the design documents and provide comments.

b. Within thirty (30) days after receipt and approval of an invoice, pay the State one half of the cost of the Project, in an amount currently estimated at \$25,000.00.

c. Be responsible for its proportionate share of any Project cost increases

d. Upon completion and acceptance by the State, provide electrical energy to operate the signal.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payments; provided, however, that this agreement, except any provisions herein for maintenance and electrical energy, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

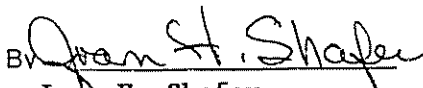
City of Surprise
City Manager
12425 W. Bell Road, Suite D-100
Surprise, AZ 85374

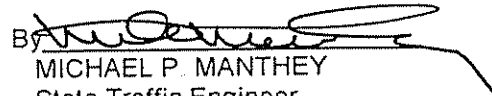
7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

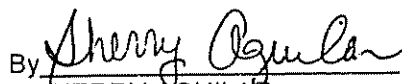
CITY OF SURPRISE

STATE OF ARIZONA
Department of Transportation

By 
Joan H. Shafer
Mayor

By 
MICHAEL P. MANTHEY
State Traffic Engineer

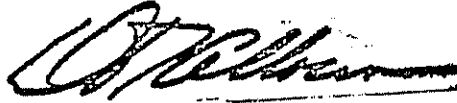
ATTEST

By 
SHERRY AGUILAR
City Clerk

RESOLUTION

BE IT RESOLVED on this 7th day of July 1998, that I, the undersigned MARY E. PETERS, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the City of Surprise for the purpose of defining responsibilities for the design, construction and maintenance of a new traffic signal at SR-303L at Bell Road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the State Traffic Engineer for approval and execution.

A handwritten signature in black ink, appearing to read 'D. Allocco', is written over a horizontal line.

DAVID ALLOCCO, Manager
Engineering Technical Group
for Mary E. Peters, Director

THE FOREGOING INSTRUMENT IS A FULL
TRUE AND CORRECT COPY OF THE
ORIGINAL RECORD IN THE OFFICE OF THE
CITY CLERK.

ATTEST BY: Sherry Ann Aguilar
City Clerk - City of Surprise

DATE: July 29, 1998

RESOLUTION NO. 98-39

A RESOLUTION AUTHORIZING THE ENTRY INTO AN
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
SURPRISE AND THE STATE OF ARIZONA FOR THE DESIGN,
CONSTRUCTION AND MAINTENANCE OF A NEW TRAFFIC SIGNAL AT
THE INTERSECTION OF SR-303L (ESTRELLA FREEWAY) AND BELL
ROAD

WHEREAS, The City and the State of Arizona desire to enter into an agreement for the design, construction and maintenance of a new traffic signal at the intersection of SR-303L and Bell Road; and

WHEREAS, such an agreement would be extremely advantageous to the City;

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Surprise, Arizona, that the City agrees to enter into an agreement with the State of Arizona for the design, construction and maintenance of a new traffic signal at the intersection of SR-303L and Bell Road, and

THAT the Mayor is hereby authorized and directed to sign said agreement, a copy of which is attached as "Exhibit A", on behalf of the City of Surprise.

PASSED AND ADOPTED this 23rd day of July, 1998.

Joan H. Shafer
Mayor

ATTEST:

Sherry Ann Aguilar
City Clerk

APPROVED AS TO FORM

W. L. E. W.
City Attorney

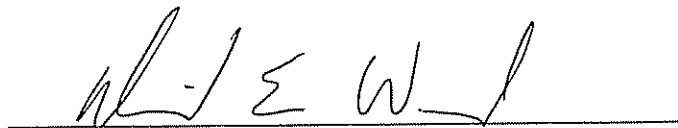
Yeas: Mayor Shafer, Councilmembers Montoya, Gutierrez, Anderson & Johnson.

Neas: Villanueva & Broich were absent.

APPROVAL OF THE SURPRISE CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION, and the CITY OF SURPRISE and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 16th day of July, 1998.

A handwritten signature in dark ink, appearing to read "N. J. E. W. L.", is written over a horizontal line.

City Attorney



GRANT WOODS
ATTORNEY GENERAL

STATE OF ARIZONA
OFFICE OF THE ATTORNEY GENERAL
1275 WEST WASHINGTON, PHOENIX 85007-2997

TRN Main: (602) 542-1680
Direct: (602) 542-8837
Fax: (602) 542-3646
MAIN PHONE : 542-5025
TELECOPIER : 542-4085

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR98-1452TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE August 6, 1998.

GRANT WOODS
Attorney General

JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:et/14315

Enc.